

REMARKS

Claims 1-9 remain pending in this application. Claims 1-8 are rejected. New claim 9 is added. Claim 1 is amended herein to clarify the invention. The specification has been amended to correct a typographical error. Support for the amendment to claim 1 can be found, for example, on page 3, first full paragraph of the specification where it is disclosed “wherein the administration forms at the time of cross-cutting are arranged substantially within the dispenser, having been shifted to that position.” Support for new claim 9 can be found, for example, in Figure 1, in the specification on page 3, first full paragraph, and in the claims as filed.

Claims 1-8 have been rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 5,282,350 (Crowley). A claim is anticipated only if each and every element as set forth in the claim is found in a single prior art reference. *See Verdegaal Brothers Inc v. Union Oil Company of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); MPEP § 2131. Crowley fails to anticipate claim 1 of the current application at least for the reason that it fails to disclose several limitations of claim 1. Crowley fails to disclose shifting the leading end of the multilayered strand substantially into the empty, pre-opened dispenser, as recited in claim 1. Crowley also fails to disclose that after shifting

the leading end of the strand substantially into the dispenser, that the multilayered strand is cut by means of the cross-cutting device, as recited in claim 1.

In Crowley, the leading sheet sections of the webs are cut and subsequently folded and inserted into envelopes. Thus, in Crowley, the leading edge of the web is not inserted into an envelope because the leading sheet sections of the web are cut and it is the cut sections that are transferred into envelopes. Also, since in Crowley the webs are cut and subsequently folded and inserted into envelopes, Crowley does not disclose that after shifting the leading end of the strand substantially into the dispenser, that the multilayered strand is cut by means of the cross-cutting device, as recited in claim 1. In fact, Crowley specifically discloses on column 2, lines 28-32 that “[t]he leading edge sheet sections of continuous webs are selectively cut at a collection point at which all of the webs converge. The cut sheets are subsequently transferred in a stack to be folded and inserted into envelopes.” (emphasis added). Thus, Crowley fails to disclose or suggest shifting the leading end of the multilayered strand substantially into the empty, pre-opened dispenser, as recited in claim 1 and also fails to disclose or suggest that after shifting the leading end of the strand substantially into the dispenser, that the multilayered strand is cut by means of the cross-cutting device, as recited in claim 1. In fact, Crowley discloses the opposite since the sheets must be cut and folded before being inserted into envelopes.

Thus, claim 1 is patentable over Crowley. Claims 2-8 are patentable over Crowley at least for the reason that they depend from a patentable base claim. *See In re Royka and Martin*, 180 USPQ 580, 583 (CCPA 1974). Claim 9 recites shifting the leading end of the multilayered strand substantially into a pre-opened dispenser and recites that after shifting the leading end substantially into the dispenser that the multilayered strand is cut by means of said cross-cutting device. Crowley fails to disclose or suggest this recitation, as explained above.

Accordingly, Applicants respectfully request that the rejection of claims 1-8 under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 5,282,350 (Crowley) be withdrawn and that the patentability of claim 9 over Crowley be acknowledged.

As stated above, anticipation requires that each and every element in a claim be found in a single prior art reference. The Office Action, in its rejection of claims 1-8, only discusses the elements of claim 1 and fails to discuss any of the elements of claims 2-8. A proper anticipation rejection of claims 2-8 under Crowley requires a showing that all of the elements of claims 2-8 are found in Crowley. The Office Action's silence regarding the elements of claims 2-8 are interpreted by Applicants as assent on the part of the Examiner that none of the elements of claims 2-8 are found in Crowley. Accordingly,

Applicants respectfully request that the patentability of claims 2-8 over Crowley be acknowledged in writing.

It should be noted that Crowley is silent regarding introducing sheets into the envelopes prior to cutting and that in Crowley the sheets must be folded after being cut. Thus, one of ordinary skill in the art would not find any suggestion from Crowley to change the order of cutting and inserting the sheets.

Applicants respectfully request a one month extension of time for responding to the Office Action. **The fee of \$120.00 for the extension is provided for in the charge authorization presented in the PTO Form 2038, Credit Card Payment form, provided herewith.**

If there is any discrepancy between the fee(s) due and the fee payment authorized in the Credit Card Payment Form PTO-2038 or the Form PTO-2038 is missing or fee payment via the Form PTO-2038 cannot be processed, the USPTO is hereby authorized to charge any fee(s) or fee(s) deficiency or credit any excess payment to Deposit Account No. 10-1250.

In light of the foregoing, the application is now believed to be in proper form for allowance of all claims and notice to that effect is earnestly solicited.

Respectfully submitted,
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